CONST. LIM. (7th Ed.) page 431, and *Lowry* v. *Rainwater et al.* (1879), 70 Mo. 152. Also, *Sullivan* v. *City of Oneida* (1871), 61 Ill. 242, and *Darst et al.* v. *State of Illinois* (1869), 51 Ill. 286, holding that the power to destroy property could be exercised only by some judicial instrumentality. As was said by SPEER, J., in the principal case: "Due course of the law of the land may not always mean a trial by jury, but it at least does mean that the citizen's property shall not be taken from him permanently without notice, and the opportunity of being heard before a judicial tribunal." See *Daniels* v. *Homer*, — N. C. —, 51 S. E. Rep. 992, commented on 4 MICH. LAW REVIEW 294.

CONSTITUTIONAL LAW—SUNDAY LAW—OBLIGATORY ON HEBREWS.—Defendant, a Hebrew by race and a member of the Jewish church, was convicted of violating the Sunday law. *Held,* that the law was constitutional and that the defendant's religion and his observance of another day as the Sabbath were no defenses to the prosecution. *State* v. *Weiss* (1906), — Minn. —, 105 N. W. Rep. 1127.

That Sunday laws are valid is beyond dispute now. COOLEY, CONST. LIM. 859. They are usually upheld as police regulations which insure the moral and physical health of the community, yet the origin of the law is undoubtedly the Christian religion, and some judges unhesitatingly say so. *City* v. *Elliott,* 47 Mo. App. 418. The colonies, too, certainly intended to retain their Sunday laws when they adopted the Constitution with its clause forbidding the establishment by law of any religion. The Sunday laws, it would seem, could be sustained, in their religious character and as expressions of the dominant morality, in the face of the Constitution, just as the laws of blasphemy and Christian marriage are: they no more establish the Christian religion than these do. See interesting discussions in *City Council* v. *Benjamin,* 2 Strob. (S. C.) 508, 49 Am. Dec. 608 and note 616. And so although most courts uphold the laws even against Jews and Seventh Day Christians, on the ground that they are police regulations affecting all persons impartially, still where further questions were involved the real cause of the laws has been made the basis of decision. For instance, New York holds that if Jews are excepted by the law from its operation, the proviso would be invalid as a governmental recognition of a religion. *Anonymous,* 12 Abb. N. C. 455. But, on the other hand, Ohio holds that a Sunday law without an exception exempting Jews from obedience to it is invalid. *City* v. *Nist,* 9 Ohio St. 439. This last case is approved by the Indiana court. *Johns* v. *State,* 78 Ind. 332.

CONTRACTS TO MAKE A PARTICULAR DISPOSITION OF PROPERTY AT DEATH—SPECIFIC PERFORMANCE.—A contract between defendant and deceased provided that in consideration of care and support during life the latter's property should descend to the defendant. Upon the promissor's death, defendant took possession of the property, which consisted entirely of money and personalty. The administrator now sues to recover that money and personalty. *Held,* that he cannot recover. *Koslowski et ux.* v. *Newman et al.* (1905), — Neb. —, 105 N. W. Rep. 295.

The rule is well settled that one may for a sufficient consideration, bind himself to make a particular disposition of his property and such a contract is enforceable upon the promissor's death. *Teske* v. *Dittberner,* 65 Neb. 167, 91 N. W. 181, 101 Am. St. Rep. 614; *Svansburg* v. *Fosseen,* 75 Minn. 350, 78 N. W. Rep. 4. In case the property is realty, a court of equity will compel a specific performance. *Bolman* v. *Overall,* 80 Ala. 451, 5 So. Rep. 455; *Emery* v. *Darling,* 50 Ohio St. 160, 33 N. E. 715. When the estate consists of both real and personal property, specific performance may also be had because of the realty involved. *McKinnon* v. *McKinnon,* 56 Fed. 409, 5 C. C. A. 530; *Sharkey* v. *McDermott,* 91 Mo. 647, 4 S. W. Rep. 107; *Schutt* v. *Miss. Society,* 41 N. J. Eq. 115. In the principal case the court seems inclined to think that equity may enforce the contract, even though nothing but personal property is involved, and argues that as there are no other creditors, "it would be a useless and senseless proceeding to require him (the defendant) to pass this property over to the administrator with one hand and award him the right, which the law will not deny, to take it back with the other." Such a course is doubtless more convenient here, but clearly the authority is against allowing specific performance when the remedy at law is adequate. POMEROY'S EQ. JURIS. (3rd Ed.) Vol. 4, § 1401. If such specific performance would not be granted, the defendant has no right to retain the property but should file his claim and have it allowed by the Probate Court in the regular way.

CORPORATIONS—BANKS AND BANKING—NEGLIGENCE OF DIRECTORS—LIABILITY FOR DECEIT—LIABILITY TO CREDITORS.—Plaintiff, surety on the bond of the State Bank of N, given to indemnify against loss of funds deposited with it, sues the directors of the bank to recover the sums he was compelled to pay the depositor on the insolvency of the corporation, alleging that they had kept the bank open for business and received deposits although they knew that it was then insolvent. *Held:* that the defendants are not liable. *Hart* v. *Evanson* (1905), — N. Dak. —, 105 N. W. Rep. 942.

The theory of the decision is that the allegations and proof merely show gross neglect by the defendant (the only director who appealed) of his duties as a director, and no attempt on his part to have the bank discontinue business because of insolvency; and as such duties, on the one hand, were owed by him only to the bank, and not to its creditors, and as the act of keeping open the bank, on the other hand, was not his individual act but the act of the whole board of directors, the plaintiff has shown no cause of action either for negligence or deceit. The doctrine adopted by many of the courts is that the creditors cannot maintain an action against the directors, in their own right, for mismanagement or neglect of corporate affairs resulting in loss of corporate assets, as such liability is the result of an obligation owing only to the corporation whose agents they are; *Landis* v. *Sea Isle Hotel Co.,* 31 Atl. 755; affirmed 53 N. J. Eq. 654; *Wilson* v. *Stevens,* 129 Ala. 630, 29 So. 678; *Zinn* v. *Mendel,* 9 W. Va. 580, 3 THOMPSON, CORPORATIONS, Sec. 4137; unless the directors have been guilty of a fraudulent diversion of assets; *Nix* v. *Miller,* 26 Colo. 203, 57 Pac. 1084, 2 WILGUS CORP. CAS. 1874; but in several cases such actions have been sustained on the ground of a quasi-trust relation-